

# **Attachment A**

### △ XSAg.com User Agreement

We may amend this Agreement at any time by posting the amended terms on our site. The amended terms are effective 30 days from posting on our site. This Agreement may not be otherwise amended except in writing signed by both parties.

THE FOLLOWING DESCRIBES THE TERMS ON WHICH XSAg.com OFFERS YOU ACCESS TO ITS SERVICES. YOUR INITIATING A BUY OR SELL OFFER ON A MEMBER SITE, OR YOUR PRESSING THE "I AGREE" BUTTON AT THE BOTTOM OF THE PAGE, INDICATES THAT YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS, CLICK ON THE "I DECLINE" BUTTON AND DO NOT USE ANY OF XS'S SERVICES. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE CONTACT WEBMASTER@XSINC.COM.

XSAg.com may amend this Agreement at any time by posting the amended terms on XSAg.com member sites. The amended terms are effective 30 days from posting on the sites. This Agreement may not be otherwise amended except in writing signed by both parties.

1. Eligibility for Site Usage. XSAg.com services are available to individuals and companies who can form legally binding contracts under applicable law. Services are not available to minors. If you are making commitments on behalf of your employer or organization, you represent and warrant that you have full power, authority and legal capacity to enter into this Agreement.

2. Policies. As a user of the XSAg.com network, you agree to support and comply with all XSAg.com policies, including but not limited to all policies provided under the Specific Policies and General Policies Headings.

3. Fees. All fees are quoted in U.S. Dollars. You are responsible for paying all applicable taxes and other costs to access and use XS's services. XSAg.com may at its sole discretion add, delete or change some or all of its services at any time.

4. XSAg.com Responsibility. XSAg.com facilitates electronic commerce for buyers and sellers in various fixed and dynamic pricing formats on XSAg.com member sites. XSAg.com is not involved in the actual transaction between buyers and sellers. As a result, XSAg.com has no control over the quality, safety or legality of the items advertised, the accuracy of the listings, the ability of sellers to sell items or the ability of buyers to buy items. XSAg.com cannot and does not control whether sellers will complete the sale of items they offer. XSAg.com cannot and does not control whether buyers will complete the purchase of items they have committed to buy. In addition, note that there are risks of dealing with people acting under false pretense. Because XSAg.com does not and cannot control the action of others, in the event that you have a dispute with one or more users, you release XSAg.com (and its agents and employees, member sites partners and any third party partners and/or licensees) from claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any

way connected with such disputes. If you are a Delaware resident, you waive Delaware Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." For legal reasons, XSAg.com cannot control the information provided by other users that is made available through its system. XSAg.com expects that you will use caution—and common sense—when using its services.

5. Your Information. Your information includes any information you provide to us or other users during the registration, buying or selling process. With respect to Your Information, you agree that:

A.) You are responsible for Your Information, and XSAg.com acts only as a passive conduit for your online distribution and publication of Your Information. Your responsibility includes issuance of all bills of lading and transportation documents required by the U.S. Department of Transportation (DOT), the Hazardous Materials Transportation Act, and other applicable Federal and State statutes and regulations. XSAg.com reserves the right to take any action with respect to such information it deems necessary or appropriate in its sole discretion, including, without limitation, deleting, editing, or restricting or suspending access to such information, if XSAg.com believes it may create liability or may cause a loss (in whole or in part) of the services of its ISPs or other suppliers.

B.) Your Information and the sale of your item(s) shall not: (a) knowingly infringe any third party's United States copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, antidiscrimination, false advertising, transportation of hazardous material, or sale, distribution and use of pesticides or animal drugs, including medicated feed additives); (c) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (d) contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (e) link directly to or include descriptions of goods or services that: (i) are identical to other items you have listed for sale but are priced lower than your item's minimum amount; (ii) are concurrently listed for sale anywhere other than the host website; or (iii) you do not have a right to link to or include. Furthermore, you may not post or sell through the XSAg.com network any item that, by paying to XSAg.com the transaction fee, could cause it to violate any applicable law, statute, ordinance or regulation.

C.) Solely to enable XSAg.com to use Your Information, so that it is not violating any rights contained in that information. You agree to grant XSAg.com a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) you have in Your Information, in any media now known or not currently known, as necessary to accomplish the purpose of this Agreement. XSAg.com

will only use Your Information in accordance with its Privacy Policy.

6. System Integrity. You may not interfere or attempt to interfere with the proper working of the Network. You may not take any action that imposes an unreasonable or disproportionately large load on the XSAg.com infrastructure. You may not disclose or share your password to any third parties or use your password for any unauthorized purpose.

7. Breach. XSAg.com may terminate your right to use this network and any of your pending transactions immediately if you breach this Agreement or if it is unable to verify or authenticate any information you provide to XS.

8. Right to Terminate. XSAg.com reserves the right to refuse service to any user at any time. Further, XSAg.com reserves the right to terminate any offer to buy or sell with no liability to the seller or prospective buyer of such item. You may terminate this Agreement upon 30 days notice to XS, provided that such termination will not relieve you of any obligations occurring prior to such termination. Your termination of this Agreement terminates any non-exclusive rights of copyright and publicity set forth in section v.(c) of this Agreement.

9. Privacy. XS's then-current privacy policies, available below, are incorporated herein by reference.

10. No Warranty. XS, ITS SUPPLIERS, ITS MEMBER SITE PARTNERS AND ANY THIRD PARTY PARTNERS AND/OR LICENSEES OF XSAg.com PROVIDE THE NETWORK AND ITS SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION. XS, ITS SUPPLIERS, ITS MEMBER SITE PARTNERS AND ANY THIRD PARTY PARTNERS AND/OR LICENSEES OF XSAg.com SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. This warranty gives you specific legal rights. You may also have additional legal rights which vary from jurisdiction to jurisdiction.

11. Limit of Liability. IN NO EVENT SHALL XS, ITS SUPPLIERS, ITS MEMBER SITE PARTNERS AND ANY THIRD PARTY PARTNERS AND/OR LICENSEES OF XSAg.com BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (including NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NETWORK. XS'S LIABILITY, AND THE LIABILITY OF ITS SUPPLIERS, MEMBER SITE PARTNERS AND THIRD PARTY PARTNERS AND/OR LICENSEES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US ONE MONTH PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.

12. General Compliance with Laws. You shall comply with all applicable laws, statutes, ordinances, and regulations while using the XSAg.com network. By participating on the XSAg.com network, buyers and sellers understand that they

are creating electronic contracts for the sale and purchase of products, which immediately satisfies the writing and signatory requirements as outlined by the Statute of Frauds and Commercial Codes of the jurisdiction(s) involved in the transaction(s). For purposes of reporting and record keeping, all sales of synthetic or biological pesticides, seed, fertilizers and/or soil conditioners, and animal health products occur in the jurisdiction where the seller is authorized to sell such products. Buyers understand that they are reaching out into interstate commerce to procure products from sellers domiciled in diverse jurisdictions.

13. No Agency. You and XSag.com are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is created by this Agreement.

14. Transportation Warrant. With respect to transportation facilitated by XSag.com or its agent, XSag.com warrants only that the carrier retained on the seller's behalf is authorized and qualified to handle the involved products at a competitive price and that shipper information given to XSag.com or its agent is transmitted to the carrier at or before the time of shipment.

15. Notices. Except as explicitly stated otherwise, all notices will be sent via e-mail to WebMaster@xsinc.com (in the case of XS), to the e-mail address you provided during the registration process (in your case), or another address specified by the party. Notice shall be deemed given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, XSag.com may deliver the notice by certified mail, postage prepaid and return receipt requested, or by Federal Express or other overnight delivery service to the address provided during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing by certified mail or one day after the date of mailing if sent by Federal Express or other overnight carrier.

16. General. This Agreement shall be governed in all respects by the laws of the State of North Carolina as such laws are applied to agreements entered into and to be performed entirely within North Carolina between North Carolina residents. Both parties submit to jurisdiction in North Carolina and further agree that any cause of action arising under this Agreement shall be brought exclusively in a court in Raleigh, North Carolina. XSag.com does not guarantee continuous, uninterrupted or secure access to its services, and operation of its network may be interfered with by numerous factors outside of its control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. XS's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between XSag.com and you with respect to the subject matter hereof.

17. Disclosures. The services hereunder are offered by XS, located at 2610 Wycliff Road, Suite 402, Raleigh, North Carolina 27607.

18. Tax Policy. Sales tax or other tax collection and payment (where applicable) is not the responsibility of XS. Buyers certify that they are exempt from state sales taxes. If they are not exempt, they will pay all applicable taxes, fees, surcharges, or other such similar assessments.

19. Regulatory Policy. XSAg.com supports the adherence to regulatory and stewardship responsibilities by buyers and sellers of chemicals, seed, equipment parts and animal health products. Although XSAg.com does not take title to any products sold, it recognizes the importance of managing and archiving all transaction data to adhere to these laws. While transactions taking place may be anonymous, all information collected relating to the sale of products, licensing and registration of buyers and sellers, and customer profiles will be made available to regulatory officials in the event of an emergency or to meet the requirements of federal, state, and local authorities. Any user providing false or inaccurate information to conduct transactions will therefore be subject to prosecution as prescribed by federal and/or state law. XSAg.com reserves the right to deny use of the network to any party it believes to be providing false or misleading information.

20. Product Quality Policy. Sellers certify that products offered through the XSAg.com network to be first quality products in the original packaging. Furthermore, Sellers posting products warrant that the items are properly identified and free from defect or alteration, recognizing that potential buyers are relying upon this information and are offered for sale within any labeled shelf life of the product.

21. Product Descriptions. XSAg.com strives to bring the most up-to-date product information available via product labels supplied by its industry recognized information providers. This information is made available through the XSAg.com network for the convenience of its users. However, the information is not verified or substantiated by XS, may not be timely and it cannot be held responsible for any third party's inaccuracies or omissions. Information contained on the XSAg.com network is for illustrative purposes only and is not to be considered the actual product label. Correct documentation, product labeling, packaging, and transportation information remains the responsibility of the seller.

A.) With respect to chemical transactions, details on each product, including product descriptions, brand names, labels, MSDS', DOT information, Federal and State Product Registration Numbers and Establishment Numbers, Worker Protection Information and SARA title III reporting information, are available from the supplier or manufacturer of the product.

B.) With respect to Animal Health transactions, these labels provide information regarding product indications, dosage, safety precautions and shipping and handling instructions. This information is made available for the convenience of XS's users. However, the information is not verified or substantiated by XS, may not be timely and it cannot be held responsible for any third party's inaccuracies or omissions. Information contained on the XSAg.com network is for illustrative purposes only and is not to be considered the actual product label. Correct

documentation, product labeling, packaging, and transportation information remains the responsibility of the seller.

22. Product Labeling Policy. Products must be properly labeled in compliance with all Federal and applicable State regulations. Compliance is the responsibility of the seller.

23. Product Registration.

A.) With respect to chemicals, only products registered in accordance with the Federal Insecticide, Fungicide and Rodenticide Act may be offered for sale. In addition, products sold into a particular state must be registered for sale and/or use in that state. It is the responsibility of the seller to insure that only properly registered products are sold to buyers.

B.) With respect to regulated animal health products such as certain pesticides, biologicals, pharmaceuticals and medicated feed-additives, only products registered with the Environmental Protection Agency (EPA), The US Food and Drug Administration's Center For Veterinary Medicine (CVM), United States Department of Agriculture (USDA), or Animal and Plant Health Inspection Service (APHIS), respectively, may be offered for sale. It is the responsibility of the seller to ensure only properly registered or approved products are sold to buyers. It is the responsibility of the buyer and seller to ensure compliance with all local, state and federal regulations regarding the purchase or sale of such animal health products. Similarly, for products subject to the Federal Food, Drug, and Cosmetic Act current NADA's must exist for product sales eligibility. Certain States may have product approval or licensing programs that must be complied with as well.

24. Security Policy.

A.) The XSAg.com network has security measures in place to protect the loss, misuse and alteration of information under its control. SSL, in addition to other security, is employed where private information is involved. However, XSAg.com cannot guarantee that such security measures will be sufficient and will not be breached, and that your information may not be disclosed or otherwise accessed in an unauthorized manner.

B.) No data is stored on host e-commerce sites. All data is stored in an SQL server database on RAID 5 hardware and is protected by a user id and password.

If you have any questions about the privacy and security policy or your dealings with the Ntlerine network, you can contact Webmaster@XSINC.com by e-mail or write to XS, 2610 Wycliff Drive, Suite 402, Raleigh, NC 27607. Telephone: 919-327-9503.

25. Opt Out. If you do not want to receive unsolicited communications about XSAg.com services and offers, or services and offers of host sites, you can send

an e-mail to Webmaster@XSINC.com with the words "No E-Mail" in the subject line. If you want to have your user information and account removed from XS's database, you may send an e-mail to Webmaster@XSINC.com with the word "Delete" in the subject line.

26. Forward and Reverse Auction Policy – In those cases where buyer or seller elects to use the Nterline auction functionality, the following policies apply:

A.) Bidding and Buying. If the seller (or the buyer in the case of a Name Your Price auction) accepts your offer, you are obligated to complete the transaction. Bidding at auction has the same effect in law as entering into a firm purchase order. Bids are only retractable in exceptional circumstances, such as the seller (or buyer) materially changing the item description after your bid. If you choose to bid on pesticides classified as restricted use or materials regulated as animal drugs, including medicated feed additives, you are certifying that you have the appropriate licenses under Federal and State law to purchase, handle, store, and use these products. All bids are based on F.O.B. destination pricing with freight charges included to your identified facility.

B.) Listing and Selling. Listings are text descriptions selected by you from the Nterline product database. If you receive one or more bids at or above your stated minimum, then you are obligated to complete the transaction. You may not use an alias to place bids to make your auction a "hot" auction.

C.) No Price Manipulation. Sellers may not manipulate the price of an item, either by using a shell (a secondary account or third party) or by bidding themselves.

D.) Shilling. Shilling is bidding against your own product listing to drive the price up and is strictly forbidden. Nterline has designed the system to restrict shilling and will actively pursue any user who it believes to be shilling.

E.) Cancellation Policy. Nterline cannot accept cancellation of orders or "for sale" listings once a commitment to purchase or offer has been made. Should you commit to purchasing a product, it will be billed and shipped accordingly.

F.) Product Registration: Since the seller cannot know the destination state until the auction is completed, buyers are encouraged to carefully check the EPA Registration Number of each product bid upon and to ensure compliance with all regulations. If upon winning an auction (at which time the destination state is known), a sale is determined to be in violation, Nterline may, but is not under a duty to, cancel the transaction. If the seller or buyer realizes the error they must notify Nterline immediately at 919-327-9503. If the error is determined in advance of freight company dispatch, any funds collected will be returned to the buyer and the next bidder will be contacted and offered the product. If the product is no longer wanted by the second place bidder, it can be re-listed for auction at the discretion of the seller. If the transaction is determined to be in violation of any regulations, and the product has been picked up by the freight service provider, all freight fees will be charged to the seller of the product.



## 27. Fulfillment Policy

A.) For those chemical and seed transactions in which the seller elects to utilize Nterline transportation services:

1.) Nterline facilitates the shipment of items for receipt within fourteen days of close of the transaction. To maintain the lowest-cost-possible, Nterline only facilitates shipments via its freight partners. These partners are various regional and national carriers that have been specifically selected for their ability to provide service and anonymity for Nterline customers. United Parcel Service (UPS) may be used for high value, low volume shipments. Nterline will make the determination of the best freight company for each transaction. All freight charges are included in the funds transfer. Nterline is unable to redirect loads in transit to another address.

2.) All Sellers shall be the named shipper and beneficial owner of the product until received by the buyer. Notwithstanding Nterline's assistance in doing so, Seller shall be responsible for preparation of a conforming bill of lading, or for the preparation of a conforming UPS shipping label. Upon request Shipper will show Nterline as the consignee. Shipper shall provide all other shipping documents, including placards, if necessary, when tendering shipments for transit. Routing instructions, including the identity of the Buyer when Nterline is named as the consignee, shall be provided by Nterline or its agent to the delivering carrier on a blind shipment basis.

(a.) Transportation Incidents. It is the responsibility of the Seller to include a 24-hour emergency telephone number (such as Chemtrec) on all bills of lading and documents related to the shipment of the products. Resolution of the cost of cleanup will be between the transportation carrier and the Seller. Costs related to package failure are the responsibility of the Seller.

(b.) Additional Charges. Sellers are responsible for any truck detention charges at the loading site. Buyers are responsible for any accessorial charges at the unloading site. Validation will be required from the carrier before charges are assessed. Additional charges for which the seller is responsible will be deducted from their sales proceeds. If payment has already been remitted, funds equal to the additional charges will be deducted from the seller's bank account directly via ACH. Additional charges for which the buyer is responsible will be deducted from the buyer's bank account directly via ACH or charged to the same credit card used to make the purchase.

3.) Transportation Services. Notwithstanding paragraph 13, seller appoints Nterline, or its agent, as the Seller's agent for the limited purpose of facilitating transportation on the Seller's behalf to affect all sales as F.O.B. the place of destination.

4.) Freight Damage. If your package was damaged in transit Nterline will assist you with your claim to the freight provider. See Returns and Claims Policy of the specific member's site for more detail.

5.) International Shipping. Nterline is presently unable to facilitate the shipment of products to locations outside the United States (or US territory members).

6.) Returns and Claims Policy. Unless otherwise noted in the FAQ section of the specific member site, all product sales are final and non-returnable with the exception of the special circumstances outlined below.

(a.) It is the buyer's responsibility to carefully examine the shipment upon arrival before signing the Delivery Notice or Bill of Lading indicating that the shipment has been received in good order. If a product arrives damaged, the buyer must note any visible damage on the Delivery Notice or Bill of Lading at the time of delivery. The buyer then has 48 hours to fully inspect the product, report and reject non-conforming goods, or report a claim of any kind. In most cases, the buyer should accept the shipment, note any discrepancies on the delivery documents, and file a claim with the carrier through Nterline to recover any damages. In the unlikely event the shipment is damaged in transit, Nterline will file a claim with the carrier.

(b.) In the case of extensive damage, or some condition that makes the shipment unsuitable overall, the buyer may reject the shipment altogether. In this situation, the seller will be responsible for filing a claim with the carrier through Nterline. The buyer should immediately call Nterline for assistance in resolving the problem. Please be prepared to explain the problem in detail. If the problem is outside the responsibilities of the carrier (e.g., the wrong product, the wrong quantity, improperly labeled, not in its original container or otherwise different than the product represented by the seller), then Nterline will resolve the matter on a case-by-case basis. If the buyer and seller disagree as to who is in error, both parties agree to arbitration by Nterline, its agent or other impartial arbitration service provider. If the seller is at fault due to negligence or misrepresentation of the product, then the seller will be held responsible for all transportation and handling costs incurred as a result of the entire transaction, including roundtrip freight and any inspection and arbitration costs. If the buyer is determined to be in error, then the buyer must accept the goods as received at the agreed price and pay for any inspection and arbitration costs.

(c.) If upon resolution, return shipping is required, Nterline will arrange transportation with one of its carriers and issue the appropriate documentation, including a Return Merchandise Authorization. No returns shall be made without the approval and authorization of Nterline.

(d.) Seed Sales. With respect to seed sales, in the event that the seed size ordered is not available, Nterline will contact the buyer to determine if an alternative seed size can be substituted.

B.) For those parts transactions in which the seller elects to utilize Nterline transportation services:

1.) Parcel Freight: Nterline will calculate estimated freight charges from the seller's postal code to the shipment postal code provided by the buyer. The

estimate will be based on the cost to ship packages individually, assuming an average weight per box, as calculated by UPS' Online™ Solution system. The seller will charge the buyer the actual shipping cost, not to exceed the estimate, based on the actual weight of the parts shipped using competitive ground transportation rates.

C.) For those animal health transactions in which the seller elects to utilize Nterline transportation services:

1.) Parcel Freight. Freight charges, if applicable, are determined by the seller and are solely the responsibility of the seller. For bulk items, Nterline will calculate estimated freight charges from the seller's postal code to the postal code provided by the buyer for shipment as calculated by UPS' Online™ Solution system. The seller will charge the buyer the actual shipping cost, not to exceed the estimate, based on the actual weight of the product shipped using competitive ground transportation rates.

28. Settlement Services Policy. For those transactions in which the seller elects to utilize Nterline payment services, all buyer payments must be transferred to the "Nterline escrow account" BEFORE the product can be delivered. The money is held until the buyer has had 48 hours to confirm receipt of the product in good order, and the freight company confirms product delivery and acceptance by the buyer to XS. Payments to sellers will be released on the third business day after satisfactory delivery of the product. Payments will be made by ACH transfers from the "XSAg.com escrow account" to the seller. Requests for payment in other forms (check, wire, etc.) are subject to handling charges.

29. Anonymity Policy. For transactions requiring anonymity, at no time prior to the close of a transaction will the identity of either the buyer or the seller be disclosed to the other. Unless the seller forgave anonymity at the time of the listing, the seller will remain anonymous during the shipping process. Unless the buyer has a pesticide dealer's license or a commercial applicator's license, the buyer's name and address will be disclosed to the seller after the transaction closes solely for the purpose of expediting the shipping process.

30. Supply Policy. XSAg.com is committed to making the network a reliable means of sourcing agricultural inputs. To that end XSAg.com will make all reasonable efforts to ensure reliable supply. If a seller fails to meet its obligation in a given transaction in a timely manner, then at XS's sole discretion, it reserves the right to seek an alternative supply or terminate the supplier's use of the network. If XSAg.com chooses to seek an alternative supply, any cost difference between the original sales price plus freight and the substituted sales price plus freight will be the responsibility of the original seller. Nterline makes no representations or warranties as to the availability of alternate supply, but reserves the right to arrange such alternate supply when feasible. The foregoing obligation of seller will be in addition to any other remedies provided by this agreement or available at law.